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1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

-----x

3 JANE DOE,

4 Plaintiff,

New York, N.Y.

5 v.

15 Civ. 7726 (SN)

6 STEVEN KOGUT,

7 Defendant.

8 -----x

9 November 30, 2016
4:05 p.m.

10 Before:

11 HON. SARAH NETBURN,

12 Magistrate Judge

13
14 APPEARANCES

15
16 CAMPSON & CAMPSON
Attorneys for Plaintiff

17 BY: PAUL J. CAMPSON

18 PAUL W. VERNER
Attorney for Plaintiff

19 DAVID HOROWITZ, P.C.
Attorneys for Defendant

20 BY: CHRISTOPHER S. JOSLIN

GBU5doeC

1 (Case called)

2 THE DEPUTY CLERK: Counsel, please state your name for
3 the record.

4 MR. VERNER: Paul Verner for plaintiff, your Honor.

5 THE COURT: Thank you.

6 MR. CAMPSON: Paul Campson for plaintiff, your Honor.

7 MR. JOSLIN: Good afternoon, your Honor. Christopher
8 Joslin for the defendant.

9 THE COURT: Good afternoon, everybody.

10 Let me begin by saying that I am viewing this as still
11 part of our settlement discussions and so I want the entire
12 transcript to be filed under seal.

13 So, Mr. Verner, you have filed a notice of appearance;
14 is that correct?

15 MR. VERNER: I have filed a notice of appearance, your
16 Honor.

17 THE COURT: And Mr. Campson, have you filed a notice
18 to withdraw or are you staying on the case?

19 MR. CAMPSON: I have not filed a notice to withdraw.
20 My understanding is I was going to execute a documentation with
21 counsel today for the Court to so order my withdrawal and
22 counsel taking over.

23 THE COURT: Okay.

24 MR. VERNER: Pending Mr. Campson's assistance in this
25 proceeding, we were anticipating that the Court would just cut

GBU5doeC

1 an order granting the substitution.

2 THE COURT: Okay. I am happy to do so orally.

3 MR. CAMPSON: Thank you.

4 THE COURT: So, Mr. Verner, I directed you to read the
5 October 26th transcript and which I assume that you have done?

6 MR. VERNER: I have, your Honor.

7 THE COURT: So, why don't you tell me what your
8 position is at this time.

9 MR. VERNER: Shall I stand, your Honor? Or is sitting
10 okay?

11 THE COURT: However are you more comfortable. It is
12 typical to stand.

13 MR. VERNER: I am more comfortable sitting. Thank
14 you.

15 THE COURT: Okay.

16 MR. VERNER: I have read the transcript, your Honor.

17 I note from the outset that neither Mr. Kogut nor
18 Ms. Doe were sworn in. Number two, there is a sentence that
19 Ms. Doe uses when you are attempting to allocute her which is
20 telling regarding her trepidation at the time. I believe that
21 appears -- let me give you the page, if I can just thumb
22 through it or I can paraphrase to begin.

23 THE COURT: Page 11?

24 MR. VERNER: She says:

25 The Court asks, on page 10, line 6:

GBU5doeC

1 "THE COURT: Do you accept these terms?

2 "MS. DOE: I prefer to go forward and let him win,
3 yes."

4 Now you then reject that answer and press her for a
5 more clear and concise affirmative response. That sentence, to
6 me, knowing nothing about this case, indicates that she had,
7 during the four hours that she had spent with your Honor and
8 with counsel in a settlement proceeding, been convinced that
9 she would not prevail in this litigation so I think that's
10 telling. It is a flag.

11 Now, I have read the transcript as well where you
12 instructed counsel -- excuse me, I am a bit parched today --
13 you instructed counsel to present a settlement agreement within
14 30 days. My understanding of the facts are that Mr. Joslin and
15 the defense did not present either settlement agreement nor the
16 \$10,000 consideration. So, I think from the outset there is a
17 failure of consideration. The 30 days has passed.

18 It is clear in my speaking with Ms. Doe that she was
19 under duress. We can address that in detail, if you wish, but
20 the day before she had undergone an expert's evaluation which
21 itself lasted several hours. She was not happy about that.

22 You might know from the record, your Honor, that she
23 is suffering from PTSD as a result of, as alleged, the facts in
24 this case. You would also partly understand from the record
25 that she had just lost Mr. Smith, her attorney of long course,

GBU5doeC

1 on the 20th of October, and then came in with Mr. Campson less
2 than a week later to these settlement conference proceedings.
3 It is clear from the November 2nd letter from Mr. Campson that
4 there was a failure in that relationship. When it started we
5 don't know. I would suggest to the Court that there is no way
6 to learn this file in one week.

7 So, I think that what we have here, your Honor, is a
8 situation where Ms. Doe -- and given the particular
9 circumstances of this case, the high level of emotionality, the
10 physical assault claims, the sexual assault claims, the
11 emotional trauma that she will prove to a jury if she gets her
12 day in court, led to a circumstance where she felt compelled
13 and pressured to say yes when, in the first instance in her
14 first response, she wavered when you asked her whether she
15 agreed.

16 Now, obviously you spent time with her during that
17 day. You probably know better than I and got a feeling better
18 than I as to what transpired but she told me something only 15
19 minutes ago which is also telling to me as a litigator with
20 some experience; she said that at one point in the course of
21 the proceedings a threat came from the defendant's side that a
22 whistle-blower complaint of some sort would be leveled alleging
23 tax evasion or tax fraud -- which is of course a non-existent,
24 frivolous claim, according to her.

25 That, coupled with all the other things that I see

GBU5doeC

1 here, leads me to conclude that as a matter of fact and as a
2 matter of law, we don't have a settlement that can be enforced.
3 And I believe I have the case law on that and if your Honor is
4 not going to see fit to repudiate any potential settlement at
5 this point in time --

6 THE COURT: Sorry. I am going to interrupt for one
7 second.

8 Can I just ask who walked into the courtroom?

9 UNIDENTIFIED SPEAKER: Press.

10 THE COURT: This is actually a closed proceeding.

11 MR. VERNER: I don't want any press here.

12 THE COURT: What?

13 MR. VERNER: I agree, your Honor; I want no press
14 here.

15 UNIDENTIFIED SPEAKER: They are closed proceedings?

16 MR. VERNER: I would move for that, your Honor.

17 THE COURT: This is part of a settlement conference
18 and so we are closing the proceeding right now.

19 UNIDENTIFIED SPEAKER: Do you mind if I ask which
20 settlement conference?

21 THE COURT: Which case?

22 UNIDENTIFIED SPEAKER: Yeah.

23 THE COURT: The case is Doe versus Kogut.

24 UNIDENTIFIED SPEAKER: Okay. I don't think that's the
25 one I was here for anyway. Doe versus Kogut.

GBU5doeC

1 THE COURT: Kogut.

2 MR. JOSLIN: K-O-G-U-T.

3 Were you on the criminal case this morning?

4 UNIDENTIFIED SPEAKER: Which one is that?

5 MR. JOSLIN: The case People v. Kogut.

6 UNIDENTIFIED SPEAKER: Oh, yes, that's --

7 MR. JOSLIN: Your Honor, this morning Mr. Kogut
8 appeared in a criminal court. The Family Court petition as you
9 know was never withdrawn pursuant to the settlement agreement.
10 It was consolidated with the criminal proceedings in the
11 Integrated Domestic Violence part. We understand that Ms. Doe
12 in this case was speaking to the press and invited the press to
13 the proceedings.

14 MR. VERNER: That's unfortunately incorrect.

15 THE COURT: Sir, you will have your opportunity to
16 speak.

17 MR. JOSLIN: In fact, The Post was taking pictures of
18 Mr. Kogut as he was exiting the courtroom and we will address
19 that as just another breach of the settlement agreement we
20 entered into on October 26th. That's the only reason the press
21 is here, because they were aware of the criminal proceeding
22 across the street and gleaned that we were to be here this
23 afternoon at 4:00.

24 THE COURT: I see there is another gentlemen in the
25 back of the room. Is that also somebody from the press?

GBU5doeC

1 MR. VERNER: No, your Honor. I believe that's a
2 friend of Ms. Doe.

3 MR. JOSLIN: I was told, your Honor, that the
4 individual in the back with the pony tail is a professional, a
5 body guard for Ms. Doe. This is not the first time --

6 MR. VERNER: No that's not --

7 MR. JOSLIN: Let me finish, Mr. Verner.

8 MR. VERNER: It is the guy sitting next to Ms. Doe,
9 that's the bodyguard.

10 THE COURT: Okay.

11 MR. JOSLIN: This is the not the first time that we
12 have encountered this situation with Ms. Doe bringing
13 professional bodyguards to proceedings in order to protect her
14 person. Judge Furman dealt with this at depositions wherein we
15 were going to have any future proceedings in the court house
16 without the need of professional bodyguards by virtue of the
17 fact that we have the United States Marshal Service here to
18 protect Ms. Doe.

19 THE COURT: Okay. Okay.

20 MR. JOSLIN: I would ask that he be asked to leave the
21 courtroom.

22 THE COURT: Okay.

23 You guys make this case very complicated. The other
24 gentleman in the back of the room -- there are two gentlemen in
25 the back of the room. Are you with the press?

GBU5doeC

1 UNIDENTIFIED SPEAKER 2: No, your Honor. I am a
2 personal friend of the plaintiff.

3 THE COURT: Personal friend of the plaintiff. Okay.

4 It seems to me that either we are agreeing to close
5 the proceeding because this is ongoing settlement discussions
6 in which case only lawyers and parties are allowed in the
7 courtroom, or we are opening the court up. I think where this
8 is headed is that there is going to be a motion to enforce the
9 settlement contract, I think that's probably where we are
10 headed which is going to mean that everything is going to be
11 revealed anyway so I am not sure that continuing to seal this
12 proceeding is essential.

13 MR. VERNER: I would agree. And, your Honor, I was
14 actually going to suggest, if it is not a motion to enforce it
15 is going to be motion for declaratory judgment that the
16 settlement is unenforceable by me.

17 THE COURT: Okay. All right.

18 So I am going to vacate my prior order requesting that
19 you place this conference under seal. We will keep the
20 courtroom doors open as we are ordinarily obligated and we will
21 proceed.

22 Okay, where were we? I believe -- I am not sure where
23 we were.

24 MR. VERNER: I think I was closing up, your Honor.

25 As I said, there is an indicia of duress that the Doe

GBU5doeC

1 plaintiff was suffering from during the settlement proceeding.
2 I don't know whether the Court was made cognizant of it. I
3 don't know to what extent a \$10,000 consideration of settlement
4 bespeaks given the allegations in this case to the level of
5 duress that occurred the day before and the day of that
6 settlement. And I think that once we have fully briefed the
7 Court will be fully cognizant of the level of duress that the
8 Doe plaintiff was suffering from and agree with me, given other
9 circumstances including the failure to be sworn, the failure of
10 the opposing party to actually tender consideration in
11 furtherance of the settlement or an agreement which was so
12 ordered by this Court to be consummated within 30 days.

13 All of these factors lead to a failure of settlement
14 and if it makes any difference at this point, the plaintiff
15 certainly does not want to settle.

16 THE COURT: Okay. Yes. Let me hear from you, please.

17 MR. JOSLIN: Your Honor, I am first going to address
18 the issue concerning the consideration that Mr. Verner raises.
19 I think if he read the allocution carefully, your Honor hoped
20 that we would submit a settlement agreement within two weeks
21 after the 26th of October where we convened and reached an
22 agreement to the settle the matter for \$10,000. In fact, the
23 consideration was that within 30 days after the execution of
24 the agreement by the parties, the defendant would tender to the
25 law offices of Mr. Campson, the sum of \$10,000. I believe

GBU5doeC

1 that's spelled out very specifically in the agreement that was
2 memorialized on the record on October 26th, 2016.

3 What happened, to answer Mr. Verner's question as to
4 why the settlement agreement was not submitted, was that I
5 ordered the minutes and I received the minutes on November 4th,
6 2016, which were the material terms that were going to be
7 memorialized in the written agreement. I furnished a courtesy
8 copy to Mr. Campson.

9 Shortly thereafter Mr. Campson submitted a letter to
10 the Court wherein he advised the Court that he sought to be
11 relieved as counsel. My dilemma then was who do I negotiate
12 the terms of the settlement with? Mr. Campson, who has now
13 sought to be relieved? Or do I wait for further action of the
14 Court, maybe Ms. Doe proceeds pro se and I certainly could not,
15 based on the history of this case, negotiate a written
16 settlement agreement with Ms. Doe who has, at least on two
17 occasions, accused me of criminality.

18 So, I waited to see how this was going to play out as
19 to who I would actually work the settlement agreement out with.
20 In the meantime, November 10th came and went. Mr. Campson
21 represented on the record that he would, as the attorney for
22 the plaintiff, go to the Family Court and withdraw the family
23 court petition which was part of the consideration in reaching
24 the settlement agreement with Ms. Doe.

25 I notified Mr. Campson by e-mail what the outcome of

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1 that was and I learned that the Family Court petition was never
2 withdrawn, in fact now it's in criminal court as part of the
3 Integrated Domestic Violence part and Mr. Kogut is still under
4 threat that he could potentially violate this petition which
5 seeks a permanent order of protection.

6 So, the consideration was clearly laid out in your
7 Honor's allocution of the parties to this case and you even
8 inquired as to the attorneys did you understand all of the
9 material terms? of which Mr. Campson and I said we did. That's
10 the reason why the agreement was never submitted or executed by
11 the parties. In fact, your Honor even made it part of the
12 record that the agreement need not be filed with the Court
13 unless there was a breach of the agreement which we now know
14 the plaintiff never intended to enter into this agreement in
15 good faith.

16 I mean I don't believe for one minute, after we spent
17 almost five hours together, that the plaintiff was under some
18 sort of duress, that she was unable to understand the nature of
19 her actions. She interacted with the Court for hours. Your
20 Honor was very careful -- and I know I raised it to the Court
21 that we wanted this allocuted for the very reason that we would
22 be here today -- the fear of being brought back to court by
23 Mrs. Doe, once again, that somehow she didn't understand the
24 terms of the settlement, that she was under duress, that the
25 amount wasn't sufficient based on her allegations. I think one

GBU5doeC

1 of the reasons that prompted her to come to her senses was the
2 defense that was going to be mounted against her.

3 THE COURT: It is not your place to --

4 MR. JOSLIN: Well, here is the bottom line, your
5 Honor.

6 THE COURT: -- to make any suppositions about why she
7 has done what she has done.

8 MR. JOSLIN: Here is the bottom line.

9 The bottom line is what is the point, as a matter of
10 public policy of having parties come to settlement conferences,
11 engage in settlement negotiations with the Court over hours,
12 allocute the parties to ensure that they're not under duress,
13 that they're not suffering from some infirmity, that they
14 understand what they're doing, and then a month later, after
15 some reconsideration, they come back to the Court and say I
16 want a do-over. I want a trial.

17 She understood that when we were here. When she made
18 that statement to your about let's go to trial, I would rather
19 see Mr. Kogut win, you were very clear. You said no, no. It
20 is either a yes or no, Mrs. Kogut -- Ms. Doe. Do you
21 understand that? And she understood it. And once again, your
22 Honor, you asked her that question and she answered in the
23 affirmative that she wanted the case settled.

24 So, what are we to have? Every time a litigant after
25 a case is allocuted feels that somehow they got the short end

GBU5doeC

1 of the stick where they feel that now they may prevail and come
2 back to the Court and say we need to undo this because I was
3 under duress? Every case that involves litigation has some
4 level of duress and I am sure your Honor did not see any duress
5 in the sense that Mr. Kogut or myself or any member that was
6 here at the time of the negotiations was trying to influence
7 her in some way or intimidate her in some way. And these
8 allegations now that she raises for the first time to
9 Mr. Verner that my client or myself said something about tax
10 evasion, that we were going to have her prosecuted under some
11 whistle-blower statute, is absurd. It never happened. I never
12 had any communication with her. She was in the back. We were
13 separated. And there was no communication. In fact,
14 Mr. Campson will note for the record that we waited to take the
15 elevator down so that there would be no communication, that we
16 would not be in the same proximity to one another so that for
17 the very reason that we didn't want to be accused of something
18 that didn't happen and this isn't the first time that these
19 allegations have been made.

20 THE COURT: Okay.

21 MR. VERNER: May I be heard briefly on that point,
22 your Honor? I want to clarify what I said.

23 THE COURT: Sure.

24 MR. VERNER: It wasn't anybody from the defendant who
25 said that. According to the plaintiff, and please correct me

GBU5doeC

1 if it is a mistaken fact, your Honor, but what I was informed
2 of this afternoon was that your Honor spoke to the plaintiff
3 directly and indicated that there was a threat being made about
4 tax evasion during the settlement conference by the defendants.
5 It did not come direct from the defendants. I don't know
6 whether that is what your Honor recollects but that is the
7 mental impression that my client was left with and she so
8 informed me of that.

9 So, I didn't mean to cast aspersions against Mr. Kogut
10 or his counsel Mr. Joslin on that and I am sure things like
11 that, discussions like that occur during settlement
12 conferences. Certainly I have had my fair share of those. But
13 the point is, on the tail end of losing her attorney Mr. Smith
14 who claimed, as you will see in the declaration in support of
15 my motion, that this case was killing him, that he had chest
16 pains because of it, that being engaged or having Mr. Campson
17 engaged by Mr. Smith, it is my understanding -- and not being
18 in a position, with all due respect to Mr. Campson -- to come
19 up to speed on this file, it has taken me a week and I am
20 halfway there, she felt she was a bit abandoned. And four
21 hours in a case that involves psychological damage, long-term
22 physical and sexual abuse -- those are the allegations, I'm not
23 here to talk to the jury -- but this is what the complaint
24 says. I believe my client. I believe she is still
25 traumatized. She is a bit of a battered turnip if you ask my

GBU5doeC

1 opinion. Does she require special care and handling? I know I
2 personally have to give that. And I think maybe the Court was
3 not quite aware of that sensitivity and treated it as if it was
4 more of a commercial litigation. I'm not sure. I'm
5 hypothesizing.

6 THE COURT: Sir, you don't know me.

7 MR. VERNER: I don't, your Honor.

8 THE COURT: Honestly, I am offended. Seriously.

9 MR. VERNER: I'm sorry. I apologize.

10 THE COURT: Seriously.

11 MR. VERNER: We actually have done some business in
12 the courtroom before, your Honor.

13 But, the point is this is a special case. It is not
14 the standard case that this Court sees, I think, and I think
15 that the circumstances that we had on October 26th are peculiar
16 and I think that, legally, we have a failure of the settlement
17 which might have been admitted to at one point in time by
18 Ms. Doe.

19 THE COURT: Okay.

20 Mr. Joslin, I take it from your remarks that it is
21 your desire to press the settlement that was addressed at the
22 conference, or -- Ms. Doe would like to proceed with her case
23 so the question to you is whether or not you want to move to
24 enforce the settlement agreement or whether or not you also
25 want to proceed with the litigation.

GBU5doeC

1 MR. JOSLIN: Your Honor, we would move to enforce the
2 settlement agreement that was entered into on October 26, 2016.

3 THE COURT: Okay. Let's set a briefing schedule for
4 that motion. I appreciate that we are getting towards the
5 holiday season. Is this something you could get filed before
6 the Christmas holiday or do you want to file it early January?

7 MR. JOSLIN: I would prefer early January, your Honor.
8 I have a trial on December 7th in Westchester County.

9 MR. VERNER: That's fine with me, your Honor.

10 THE COURT: Okay. I will give you until January 6 to
11 file your motion. It will be a motion to enforce the
12 settlement agreement.

13 MR. VERNER: Your Honor, I am respectfully requesting
14 cross-motion -- leave to cross-move.

15 THE COURT: What are you cross-moving for?

16 MR. VERNER: Well, I may not.

17 THE COURT: Declaration of what?

18 MR. VERNER: I want the possibility.

19 THE COURT: Possibility for filing what motion?

20 MR. VERNER: Again, your Honor, I'm not sure yet, but
21 I want the possibility open to me, if I could. In other words,
22 it may be that I am actually entitled to a declaratory
23 judgment. While it might seem to be the mirror image to the
24 Court at this point in time it might not exactly be, for
25 appellate purposes, a mirror image.

GBU5doeC

1 THE COURT: I take it you haven't thought this
2 through?

3 MR. VERNER: I am only a week in, your Honor, so.

4 THE COURT: You are asking for relief right now. I am
5 not quite sure what --

6 MR. VERNER: All I want is leave to file a
7 cross-motion, your Honor.

8 THE COURT: I don't want to have a bunch of motion
9 papers that I have to deal with --

10 MR. VERNER: I understand.

11 THE COURT: -- if there is no basis.

12 So, the defendant is going to move to enforcement
13 settlement agreement. You are going to oppose that. You tell
14 me you think there is some motion to be filed. I am not going
15 to prohibit you from filing a motion though it is entirely
16 unclear to me what motion it would be you would be filing.

17 MR. VERNER: Shall I send you a letter of what exactly
18 it is, your Honor?

19 THE COURT: You are going to oppose the motion and if
20 you think there is a basis for filing an affirmative motion,
21 you can do so.

22 MR. VERNER: Thank you, your Honor.

23 THE COURT: If I think that is just some way to get
24 the last word in --

25 MR. VERNER: Oh no. I understand.

GBU5doec

1 THE COURT: -- then I'm not going to give you an
2 opportunity to file a reply.

3 MR. VERNER: I understand, your Honor. Thank you. I
4 appreciate that.

5 THE COURT: When would you like the opportunity to
6 file the opposition and whatever motion you think is
7 appropriate?

8 MR. VERNER: I only need two weeks on the October 6th
9 date, your Honor.

10 THE COURT: Okay. So I will give you -- it is January
11 6th, not October 6th.

12 MR. VERNER: Oh, I'm sorry. Yes.

13 THE COURT: January 20th will be when your opposition
14 will be due.

15 MR. VERNER: Thank you.

16 THE COURT: And I will give the defendant until
17 January 31st to file any reply brief.

18 At this point I don't think there is anything to be
19 done with respect to the ongoing state court proceedings.

20 MR. VERNER: If I could address that?

21 My understanding, and I did not appear today, I'm not
22 qualified nor do I think it is needed -- it appears that
23 because of the *sua sponte* referral over to the Domestic
24 Violence unit that has a life of its own, and whilst the
25 plaintiff may have been a complainant at one point in time she

GBU5doeC

1 is more of a witness right now. Even if she were to attempt to
2 extract herself as a complainant, she will still be a witness
3 and I am certainly not going to attempt to require a client of
4 mine to fail to cooperate with the criminal authorities, nor
5 alter any prior statements that she has made. So.

6 THE COURT: I think she can withdraw her petition,
7 which is what she agreed to do at the settlement conference.
8 And it may be that after this motion is filed, if I determine
9 that the settlement that is spelled out in this conference and
10 on this transcript is the binding and enforceable settlement
11 agreement, then she will be obligated and at that point
12 Court-ordered to withdraw her petition. I agree with you that
13 if the prosecution decides to proceed with the case she
14 certainly has to comply with whatever direction she is getting
15 from the government lawyers, but that seems to me a separate
16 part. I mean, nobody has suggested in the settlement agreement
17 that she agree that the proceedings would cease. She merely
18 represented that she would withdraw her application.

19 MR. VERNER: I understand, your Honor.

20 MR. JOSLIN: Your Honor, to that point, the cases are
21 proceeding on two separate tracks; the criminal case is on for
22 trial at the end of February. The Family Court petition, which
23 has been consolidated for the purposes of trying to adjudicate
24 both issues, is on for trial in March. And your Honor is
25 correct in that the plaintiff in this case, who is the

GBU5doeC

1 petitioner in the Family Court matter, can withdraw that
2 petition.

3 THE COURT: Sorry. The criminal matter is in
4 February?

5 MR. JOSLIN: Yes, your Honor; February 6th it is on
6 for trial. And the domestic -- the Family Court petition which
7 seeks a permanent order of protection against Mr. Kogut is on
8 in March.

9 THE COURT: And the criminal trial, is that a criminal
10 charge that will he violated the temporary order of protection?
11 Is that what that is?

12 MR. JOSLIN: Yes, your Honor.

13 THE COURT: Okay. Do those two Courts speak to each
14 other? I mean if the criminal trial -- if the charges are
15 dismissed or if the defendant is acquitted, is there still an
16 ongoing petition to convert?

17 MR. VERNER: I don't think so, your Honor, but I'm no
18 maven in that realm.

19 MR. JOSLIN: No, it can, because the criminal court
20 case deals with a violation of an order. The petition which
21 seeks a permanent order of protection has a factual basis in
22 which the Court would have to make a determination.

23 THE COURT: Right. It also has different burdens of
24 proof and things like that.

25 MR. JOSLIN: Yes.

GBU5doeC

1 THE COURT: Okay. Well, I will do my best to address
2 the issue. I don't think that my decision on this motion will
3 have a material effect one way or another on the criminal trial
4 so I don't see the February 6th deadline or date as being
5 meaningful one way or the other as far as my duties.

6 Okay. I will look for the --

7 MR. CAMPSON: Your Honor, just you indicated that you
8 would orally grant my application to be relieved as attorney.

9 THE COURT: Yes.

10 MR. CAMPSON: I make that request.

11 THE COURT: Sure, and I do grant it and I will issue a
12 one-sentence order today to make that clear on the docket.

13 MR. CAMPSON: Thank you, your Honor.

14 THE COURT: I assume, Ms. Doe, that is your wish? You
15 are not opposing to having Mr. Campson --

16 MR. VERNER: It is, your Honor.

17 THE COURT: Yes? Okay.

18 Okay. We are adjourned. Why don't I ask that the
19 plaintiff and her people and her lawyers leave the courtroom
20 first to avoid any issues. I will ask that the defendant and
21 his lawyer remain here and take a few minutes before you head
22 out.

23 MR. VERNER: Thank you, your Honor. I appreciate your
24 time.

25 THE COURT: Thank you.

oOo